



Date: 10.19.2022

This is to confirm that **IT Objects LLC** is prepared to pay Broadgate, Inc. for the services of the below consultants for at least 40 hours per week effective from the date of availability to provide services to us.

Consultant Name	Position	Hourly Rate
Niranjan Reddy Kurelli	Software Engineer	\$62.00 per Hour
Bhargavi Kotagaram	Software Developer	\$65.00 per Hour
Nagireddy Avula	Software Engineer	\$65.00 per Hour
Naveen Mohan Gangishetty	Software Engineer	\$60.00 per Hour
Raja Rajeswari Devi Pentapati	Software Developer	\$65.00 per Hour
Sujitha Ponnusamy	Software Developer	\$65.00 per Hour
Suryakiran Reddy Puramani	Software Engineer	\$65.00 per Hour

This is subject, as always, to our right to terminate any and all agreement with Broadgate at any time, at will and without cause.

By: 

Name: Ravindar Palla

Title: President

Date: 10/19/2022

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CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (Agreement) dated 06/01/2021 is made between **Broadgate Inc** whose address is 830 Kirts Blvd, Suite # 400, Troy, MI - 48084 (Federal ID: 20-4904093), hereinafter "CONTRACTOR" and **IT Objects LLC** a VA corporation whose address is 459 Herndon Pkwy, Suite#20, Herndon, VA 20170 hereinafter called "IT OBJECTS".

This Agreement sets forth the exclusive terms and conditions by which CONTRACTOR can supply Consultants as and when required on a temporary basis. In consideration of the mutual obligations specified in this Agreement the parties hereby agree as follows:

Section I - Definitions

CONTRACTOR - the Company that provides the services of the said Consultants to the other company is hereinafter referred to as "CONTRACTOR". The Company to which the said Consultants are assigned for the duration of the project is hereinafter referred to as the "IT OBJECTS".

Client - The customer of the **IT OBJECTS** to whom the Consultant's services will be made available. The Client of **IT OBJECTS**'s customer to whom the Consultant's services will be required is hereinafter referred to as "End Client".

Consultant – An individual with particular expertise, experience or talent whose services are provided by CONTRACTOR for the benefit of the Client.

Section II – Term

This Agreement has a term of five years and shall and/or may renew for additional one-year term unless either party notifies the other in writing of their intent to terminate the contract no less than 15 days and no more than 120 days prior to the expiration of the term then current.

Section III – Purchase Orders

The parties agree to supply or obtain Consultants from time to time upon written or oral request, which will be confirmed by a written Purchase Order specifying the fee for the services and any special contractual provisions pertaining to that specific assignment. The Purchase Order shall be considered an integral part of this Agreement.

Section IV - Fees, Charges, Taxes, Etc.

In full consideration of the consulting services and deliverables (if any) rendered by either party's professionals, the other party will compensate as per the charges agreed upon for each assignment and set forth in the written Purchase Order issued pursuant to the Section III of the Agreement. It is understood that **IT OBJECTS** shall have no obligation under local, state or federal laws regarding the CONTRACTOR's professionals and that total amount of liability of **IT OBJECTS** in regard to any arrangement of work performed hereunder, is to pay the fees pursuant to provisions hereunder. All taxes applicable to any amounts paid by CONTRACTOR to its professionals under this Agreement will be CONTRACTOR's liability and **IT OBJECTS** shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation with regard to CONTRACTOR's professionals while on the project, unless mandated by the Government.

Section V - Payment

CONTRACTOR shall invoice **IT OBJECTS** for the consulting services performed hereunder on a monthly basis. **IT OBJECTS** shall extend payment in Net 30 days from the date of Invoice.

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Section VI - Working Hours & Timing

It is expected that the Consultant shall work a minimum of eight (8) hours a day and shall observe the normal working hours and schedules of **IT OBJECTS** or its Clients or the End Client where the services of the Consultant are utilized.

Section VII – Covenant

During the term of a particular engagement (said engagement to be designated by a Purchase Order) and for a period of one (1) year thereafter, CONTRACTOR and its representatives shall not seek or attempt to seek voluntarily or involuntarily, on behalf of itself or any entity, solicit or attempt to solicit directly or indirectly business activities with **IT OBJECTS**'s Clients or third party Clients or End Clients where the Contractor's employee is working or where a job have been offered by **IT Objects** pursuant to this agreement

CONTRACTOR shall make all Consultants aware of the existence of this provision. **IT Objects** or its subsidiaries will not hire contractor's consultant/employee during the duration of the project or one year thereafter the completion of project".

Section VIII - Confidentiality

Both parties shall regard and preserve as confidential any and all information shared by each other. CONTRACTOR shall ensure that its Consultants observe similar obligation. CONTRACTOR acknowledges that any information received from **IT OBJECTS**, or its Clients is the sole property of **IT OBJECTS** or its Clients as the case may be, and CONTRACTOR or its representatives, will not utilized such information except in the performance of this Agreement.

Section IX - Termination

Either party may terminate any Purchase Order issued hereunder with a Two-week written notice. In cases of performance related issues or End Client pre-terminating the project, **IT OBJECTS** may terminate the Purchase Order without notice.

Section X – Procedure for Presentation of Consultants

1. **IT OBJECTS** will submit Consultant's resume to its clients. CONTRACTOR agrees that it will contract exclusively with **IT OBJECTS** for this position and will not directly or indirectly submit him to the same Client.
2. Exposure to Projects: In order to assess the fit between Consultant's skill sets and Client's requirements, **IT OBJECTS** will establish communication between Consultant and Client. The Consultant will not discuss any issues (rate, start date, personal matters etc.) with the Client. All such issues will be addressed with **IT OBJECTS**.
3. Guarantee: It is further agreed that the CONTRACTOR will hold the Consultant available exclusively to **IT OBJECTS** for a period of 2 business days from the time of the interview. If **IT OBJECTS** does not confirm the assignment within 2 business days, then the CONTRACTOR shall be free to release the Consultant for other work. If **IT OBJECTS** does give the confirmation within 2 business days from the time of the interview, the CONTRACTOR should make Consultant available for the project in accordance with the Purchase Order.

Section XI – Breach

In the event that any suit, action or proceeding is brought to establish, obtain or enforce any rights under this Agreement or for breach of any covenant, terms or conditions thereof, the prevailing party in such a suit, action or proceeding, including an appeal to an appellate court, arising there from, shall be entitled to recover reasonable

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attorney fees in addition to all costs and disturbances.

Section XII - Force Majeure

Neither party shall be under any liability to the other party for any delay or failure to verify any applications under this Agreement if the same is against wholly or partially caused whether directly or indirectly by circumstances beyond their control.

Section XIII - Assignment

Neither party may assign any part or whole of this Agreement or any rights hereunder, without written permission of the other party.

Section XIV - Waiver

No failure of either party to enforce any rights hereunder shall be deemed a waiver thereof.

Section XV - Insurance

CONTRACTOR shall at its own expense carry and maintain in force, at all times relevant hereto, insurance of the types and minimum coverage amounts as follows:

Workers' Compensation and Employers' Liability Insurance providing for payment of benefits to and for the account of employees employed in connection with the work covered by this Agreement as required by the law of the state where the work is being performed.

- Comprehensive General Liability (CGL) Insurance coverage with limits of liability of no less than one million dollars (\$1,000,000).
- Business Automobile Insurance coverage with limits of liability of no less than one million dollars (\$1,000,0000)
- Professional Liability Insurance coverage with limits of liability of no less than one million dollars (\$1,000,000). CONTRACTOR shall name **IT OBJECTS** (and Client, if requested) as an Additional Insured under such policies and shall provide **IT OBJECTS** with a certificate of such insurance within five (5) days of the date of this Agreement. The endorsement will provide for 30 days' written notice to **IT OBJECTS** (and Client if requested) of any change, cancellation or termination of the existing policy.

Section XVI – Contractor consultants

The contractor and its employees are not employees of **IT Objects** and will not be entitled for any salary, benefits and other perks that are provided to **IT Objects**'s employees. It is the responsibility of contractor to make sure all their employees or contractors are allowed to work legally in U.S.A and they will provide appropriate documents when it is requested by **IT Objects** or its clients. The contractor will also do background check, reference check and drug screening of all their candidates and they provide a copy to **IT Objects** and its clients when it is requested by them at any time during the term of this agreement or is needed at any point of time for audit.

Section XVII - Governing Laws

This Agreement is made and entered into by the parties in the State of Virginia and shall be construed according to the laws of that state.

Section XVIII - Rights to Development

All software documentation, modifications to software or documentation and other products developed by for the **IT OBJECTS** or their representatives under this Agreement shall be the sole property of the **IT OBJECTS** or its Clients.

Section XIX - Entire Agreement

This Agreement represents the entire agreement and supersedes all previous agreements and understandings.

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between the parties relating to the subject matter hereof, and may be changed only in writing, signed by both parties.

Accepted by:

IT Objects LLC



Authorized signature

Name: Ravi Palla

Title: President

Address: 459 Herndon Pkwy, Suite#20
Herndon, VA 20170

Date: 06/01/2021

Accepted by:

Broadgate Inc



Authorized signature



Name: Swaroopa Kotha

Title: President

Address: 830 Kirts blvd suite #400,
Troy, MI - 48084

Date: 06/01/2021

Exhibit B at5

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER NFFS5000-20-02366		PAGE 1 OF 64		
2. CONTRACT NO. 1305M320DNFFS0053		3. AWARD/EFFECTIVE DATE 6/11/2020		4. ORDER NUMBER		5. SOLICITATION NUMBER 1305M319RNFFS0008		
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME CARINA TOPASNA carina.topasna@noaa.gov			b. TELEPHONE NUMBER (No collect calls) 206-526-6350		6. SOLICITATION ISSUE DATE May 23, 2019	
9. ISSUED BY WESTERN ACQUISITION DIVISION CONTRACTS BRANCH 7600 SAND POINT WAY NE, SOU6 SEATTLE WA 98115-6349				CODE AJ630031		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541511 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8 (A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO See Schedule		CODE		16. ADMINISTERED BY WESTERN ACQUISITION DIVISION CONTRACTS BRANCH 7600 SAND POINT WAY NE, SOU6 SEATTLE WA 98115-6349		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR. IT OBJECTS LLC 459 HERNDON PKWY., STE # 20 HERNDON VA 20170		CODE 00030330		FACILITY CODE		18a. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT DIV 7600 SAND POINT WAY NE SEATTLE WA 98115-6349		
CAGE: 61J82 TIN: 470924982 TELEPHONE NO.		DUNS: 139355544		CODE AJ610031		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
23. UNIT PRICE		24. AMOUNT						
Please see continuation page for line item details.								
(Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				1				
<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. Quote DATED MAR 11, 2020. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:								
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) WAUGH.SARAH.ROSE.15 05964051		Digitally signed by WAUGH.SARAH.ROSE.1505964051 Date: 2020.06.11 12:58:47 -07'00'				
30b. NAME AND TITLE OF SIGNER (Type or print) Ravindar Palla, President		30c. DATE SIGNED 06/16/2020		31b. NAME OF CONTRACTING OFFICER (Type or print) SARAH WAUGH 206-526-6544 SARAH.WAUGH@NOAA.GOV		31c. DATE SIGNED 6/11/2020		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SECTION B – PRICE SCHEDULE

FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

- 1.) Clause FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 2019) is updated and incorporates the following clause into this contract:
 - a. FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019).
- 2.) Clause CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010) is updated in red text and deletion is indicated in black strikeout.
- 3.) Clause FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) is updated in red text and deletion is indicated in black strikeout.

(End of Clause)

SECTION B – PRICE SCHEDULE

<p>September 11, 2019 – September 10, 2022</p> <p>June 11, 2020 – June 10, 2023</p>					
CLIN	Description	Quantity	Unit	Unit Price	Total
0001	<p>Note: fill out price schedule in section B (page 3).</p> <p>IDIQ for I.T. Support Services Alaska Region with a not-to-exceed \$9,999,999.00</p>	1	EA	\$0.00	\$0.00

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